TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM840827

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the The original assignment does not include goodwill. The amendment being filed includes the requisite goodwill language. previously recorded on Reel 007271 Frame 0826. Assignor(s) hereby confirms the hereby does assign#transfer to Assignee allright, title and interest in and to#the assets#on Exhibit A.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morrison, Brown, Argiz & Farra, LLC		12/30/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MBAF Certified Public Accountants, LLP	
Street Address:	1450 Brickell Avenue	
Internal Address:	18th Floor	
City:	Miami	
State/Country:	FLORIDA	
Postal Code:	33131	
Entity Type:	Limited Liability Partnership: FLORIDA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1919716	DRIVING PROFITS

CORRESPONDENCE DATA

Fax Number: 9498519348

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 19497576001
Email: sbro@mwe.com
Correspondent Name: Sarah E. Bro

Address Line 1:18565 Jamboree Rd., Suite 250Address Line 2:McDermott Will & Emery LLPAddress Line 4:Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	093939-0675
NAME OF SUBMITTER:	Sarah E. Bro
SIGNATURE:	/sarah e. bro/
DATE SIGNED:	09/20/2023

TRADEMARK REEL: 008206 FRAME: 0292

900801735

Total Attachments: 8

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM642422

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morrison, Brown, Argiz & Farra, LLC		12/30/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MBAF Certified Public Accountants, LLP	
Street Address:	1450 Brickell Avenue	
Internal Address:	18th Floor	
City:	Miami	
State/Country:	FLORIDA	
Postal Code:	33131	
Entity Type:	Limited Liability Limited Partnership: FLORIDA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1919716	DRIVING PROFITS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3123722000

Email: ktabor@mwe.com

Correspondent Name: Katherine L. Tabor

Address Line 1: 444 West Lake Street, Suite 4000

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Katherine L. Tabor
SIGNATURE:	/Katherine L Tabor/
DATE SIGNED:	04/27/2021

Total Attachments: 7

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AMENDMENT TO BILL OF SALE AND ASSIGNMENT

This Amendment to Bill of Sale and Assignment (the "Amendment"), dated August 30, 2023 but effective as of December 30, 2020 (the "Effective Date"), is by and among MBAF Certified Public Accountants, LLP ("Assignee"), on the one hand, and Morrison, Brown, Argiz & Farra, LLC ("MBAF LLC"), SOLUTIONS@MBAF, LLC ("WhiteOwl"), MBAF CPAs, LLC ("MBAF CPAs"), Fiscal Management Associates, LLC ("FMA"), MBAF-Colorado CPA, LLC ("MBAF Colorado"), and MBAF — Maryland CPA, LLC ("MBAF Maryland" and collectively with MBAF LLC, WhiteOwl, MBAF CPAs, FMA and MBAF Colorado, the "Assignors" and each an "Assignor"). Capitalized terms used herein and not otherwise defined have the meaning assigned to such terms in the Bill of Sale and Assignment dated December 30, 2020 by and among the Assignee and the Assignors (the "Original Agreement").

WHEREAS, pursuant to the Original Agreement, each Assignor assigned each of their right, title and interest in and to the Assigned Assets and Assigned Contracts.

WHEREAS, in order to facilitate the transactions contemplated therein, the Assignee and the Assignors desire to amend the Original Agreement as provided herein.

NOW, **THEREFORE**, for and in consideration of the mutual provisions and covenants contained herein, the parties hereto agree as follows:

1. <u>Amendment to Section 1</u>. The following paragraph shall be appended to the end of Section 1 of the Original Agreement effective as of the Effective Date:

As of the Closing Date, each Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the the trademarks set forth on **Exhibit A** (the "**Trademarks**") that are owned by such Assignor, and all of the goodwill of the business associated with such Trademarks, together with that portion of such Assignor's business to which such Trademarks pertain, and all registrations and pending applications for such Trademarks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Bill of Sale and Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements. For the avoidance of doubt, the foregoing sale, assignment, transfer, conveyance and delivery shall be deemed made by each Assignor to Assignee effective as of the Closing Date.

- 2. <u>Conflicts; Incorporation of this Amendment.</u> In the event of any conflict or inconsistency between the terms of the Original Agreement and this Amendment, the terms of this Amendment shall control and govern the rights and obligations of the parties hereto. Subject to the foregoing sentence, this Amendment shall be deemed to be, and shall be construed as part of, the Original Agreement to the same extent as if set forth fully in the Original Agreement, and the Original Agreement, as specifically amended by this Amendment, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. On and after the effectiveness of this Amendment, each reference in the Original Agreement to "this Agreement," "hereof," "hereof," "hereby," "hereto," or words of like import referring to the Original Agreement shall mean and be a reference to the Original Agreement as amended by this Amendment.
- 3. <u>Counterparts</u>. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.

signature page follows

The undersigned have executed this Amendment to Bill of Sale and Assignment as of the Effective Date.

Assignee:

MBAF CERTIFIED PUBLIC ACCOUNTANTS, LLP

Title: Chairman and Chief Executive Officer

Assignors:

Morrison, Brown, Argiz & Farra, LLC

By: Lutonio L. Lirging
Name: Antonio L. Argiz
Title: Authorized Signatory

Fiscal Management Associates, LLC

By: Littorio L. Argiz
Name: Antonio L. Argiz
Title: Authorized Signatory

MBAF - Maryland CPA, LLC

By: Untonio L. Urgin
Name: Antonio L. Argiz
Title: Authorized Signatory

SOLUTIONS@MBAF, LLC

By: Intonio L. Irrin Name: Antonio L. Argiz

Name: Antonio L. Argiz
Title: Authorized Signatory

MBAF CPAs, LLC

By: Myonio L. Argiz
Name: Antonio L. Argiz

Title: Authorized Signatory

MBAF-Colorado CPA, LLC

By: Untonio L. Urgin
Name: Antonio L. Argiz

Title: Authorized Signatory

Exhibit A

Assigned Assets

See attached.

REDACTED

Intellectual Property

U.S. PENDING TRADEMARK APPLICATIONS AND TRADEMARK REGISTRATIONS

Trademark	Registration/ Application No./Status	Class	Owner
MBAF CERTIFIED PUBLIC ACCOUNTANTS AND ADVISORS (and Design)	App. No. 90003943 Published for Opposition	35	MBAF Certified Public Accountants, LLP
MBAF MORRISON BROWN ARGIZ & FARRA, LLC CERTIFIED PUBLIC ACCOUNTS AND ADVISORS (and Design)	App. No. 90019932 Published for Opposition	35	MBAF Certified Public Accountants, LLP
MBAF			
DRIVING PROFITS	Reg. No. 1919716 App. No. 74592246 Registered Renewal Due: 09/19/25	16	Morrison, Brown, Argiz & Farra, LLC
FMA	Reg. No. 3585526 App. No. 77372971 Registered Renewal Due: 03/10/29	35, 36 and 41	Fiscal Management Associates, LLC
FIVIA	Reg. No. 3585527 App. No. 77373017 Registration Cancelled	35, 36, and 41	Fiscal Management Associates, LLC
FISCAL MANAGEMENT ASSOCIATES	Reg. No. 3593879 App. No. 77373005 Registration Cancelled	35, 36, and 41	Fiscal Management Associates, LLC

COMMON LAW TRADEMARKS

DEVELOPING FINANCIAL LEADERS FISCAL MANAGEMENT ASSOCIATES FISCAL MANAGEMENT ASSOCIATES, LLC FISCAL STRENGTH FOR NONPROFITS FMA INSTITUTE



FMA INSTITUTE DEVELOPING FINANCIAL LEADERS



FMA FISCAL STRENGTH FOR NONPROFITS



MBAF

MBAF CERTIFIED PUBLIC ACCOUNTANTS
MBAF CERTIFIED PUBLIC ACCOUNTANTS, LLP
MBAF-COLORADO CPA
MBAF-COLORADO CPA. LLC
MBAF CPA'S
MBAF CPA'S, LLC
MBAF-MARYLAND CPA
MBAF-MARYLAND CPA, LLC
MORRISON, BROWN, ARGIZ & FARRA
MORRISON, BROWN, ARGIZ & FARRA, LLC
SOLUTIONS@MBAF
SOULTIONS@MBAF, LLC

DOMAIN NAMES

WHITEOWL

SOLUTIONS@MBAF, INC.

Domain Name	Expiration Date	Registrant/ Registrant Organization
mbafcpa.com	03/16/22	Privacy Protected
rampell.com	08/16/21	Rampell, A Division of MBAF (Listed as Registrant and Registrant Organization)
whiteowlintacct.com	10/10/22	Morrison Brown Argiz & Farra
apvalidate.com	03/04/22	Solutions@MBA, LLC
auditexact.com	02/26/22	Solutions@MBAF, LLC
auditvalidate.com	03/04/22	Solutions@MBAF, LLC
cpavalidate.com	03/04/22	Solutions@MBAF, LLC
crmowl.com	08/14/21	Solutions@MBAF, LLC
donorvalidate.com	03/04/22	Solutions@MBAF, LLC
flywhiteowl.com	08/14/21	Solutions@MBAF, LLC
giftvalidate.com	03/04/22	Solutions@MBAF, LLC
gowhiteowl.com	08/14/24	Solutions@MBAF, LLC
mywhiteowl.com	08/14/21	Solutions@MBAF, LLC
owlcrm.com	08/14/21	Solutions@MBAF, LLC
satmbaf.com	08/14/21	Solutions@MBAF, LLC
simplyvalidate.com	03/04/22	Solutions@MBAF, LLC
vendorvalidate.com	03/04/22	Solutions@MBAF, LLC

Domain Name	Expiration Date	Registrant/ Registrant Organization
whiteowlcloud.com	11/05/22	Solutions@MBAF, LLC
whiteowlcrm.com	08/14/21	Solutions@MBAF, LLC
whiteowlerp.com	11/05/20	Solutions@MBAF, LLC
whiteowlsolutions.com	08/16/21	Solutions@MBAF, LLC
whtowl.com	08/14/21	Solutions@MBAF, LLC
fmaonline.net	12/07/21	FMA FMA
fma.jobs	11/21/21	Fiscal Management Associates, LLC

NAMES

RECORDED: 09/20/2023

"MBAF", "MBAF Certified Public Accountants, LLP", "Morrison, Brown, Argiz & Farra, LLC", "Solutions@MBAF, LLC", "WhiteOwl", "MBAF CPA's, LLC", "MBAF – Colorado CPA, LLC", "MBAF – Maryland CPA, LLC" and all related names, abbreviations and derivations used in connection with the Business